

lecting, however, that a plea or demurrer only supposes the facts to be true, for that purpose; they do not, like an answer, admit them

ment and private examination as also the said deed of release are both regularly recorded, and the clerk's certificate thereof endorsed on the said deed of release. That the said David Bissett, deceased, being diffident of the voiding and nullity in the original patent conditioned and contained, in regard to the time appointed thereby for paying the alienation fine, had elapsed by twenty days as above set forth; and not through any diffidence or dread of any illegality arising through the method of procuring the said deed, or in the mode and term of conveyance, as alleged in the said bill of complaint, caused, devised and executed on deeds of lease and release by him, and the said Ann his wife, the said complainant, to Robert Stokes in trust, though the condition aforesaid in the original patent contained, reserves only a power of voiding to the Lord Proprietary, in order to secure the speedy payment of the alienation fine, which is parted from and disclaimed by the after payment, acceptance, and receipt of the alienation fine: so that by the after payment, though twenty days after the provided time of payment, the first deeds were absolutely good and valid in law as the person could, or can impugn or quarrel their validity, under the consideration in the original patent, and lapse aforesaid, by which deeds of lease and release, the said David Bissett, deceased, and Ann his wife, the said complainant for a valuable consideration in law, conveyed the right, property, inheritance, and fee simple of the above directed lands to the aforesaid Robert Stokes, and his heirs and assigns forever: as the lease for one year so as to give the possession duly signed, sealed and delivered upon the twenty-eighth day of November, A. D. seventeen hundred and fifty-five, in presence of William Dallam and John Matthews, more fully bears: which lease bears endorsed a receipt of five shillings sterling as the consideration money therein mentioned, witness William Dallam, and a certificate of the acknowledgment and private examination of the said Ann Bissett, in these words: Baltimore County, December the second, seventeen hundred and fifty-five, came before us the subscribers, two of his Lordship's justices of the peace for Baltimore County, the within named David Bissett and Ann his wife, and Robert Stokes, and the said David Bissett and Ann his wife, severally acknowledged the within instrument of writing to be their act and deed, and the lands and premises therein mentioned, with their appurtenances, to be the right and estate of the within mentioned Robert Stokes, his heirs and assigns forever, according to the true intent and meaning of the same writing; and the said Ann being by us examined privately, out of the hearing of her said husband, and privately and out of his hearing declare, that she made the above acknowledgment willingly and freely, and without being induced thereto by fears, or threats of, or ill usage by her said husband, or through fear of his displeasure, signed, William Smith, John Hall. And bears also the clerk's receipt, endorsed, certifying the whole to be regularly recorded; and which deed of release is signed, sealed, and delivered by the said parties, the twenty-ninth day of November, A. D. seventeen hundred and fifty-five, in presence of William Dallam and John Matthews, bears endorsed, of the same date, a receipt of five hundred pounds sterling, as the consideration money therein mentioned, witness, William Dallam; and a certificate of the acknowledgment and private examination of the said Ann Bissett, the complainant, in these words; Baltimore County, on the second day of December, A. D. seventeen hundred and fifty-five: came before us, the subscribers, two of his Lordship's justices of the peace for Baltimore County,